

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	
FIELDWOOD ENERGY LLC, et al.¹)	Case No. 20-33948
)	Chapter 11
Debtors.)	(Jointly Administered)

**WELLTEC, INC.'S NOTICE OF PERFECTION OF
LIEN AGAINST MINERAL PROPERTY PURSUANT TO 11 U.S.C. § 546(b)(2)**

Welltec, Inc. ("Welltec") hereby gives its Notice of Perfection of Lien Against Mineral Property Pursuant to 11 U.S.C. § 546(b)(2) (the "Notice"), as follows:

1. Debtor Fieldwood Energy, LLC ("Debtor" or "Fieldwood") retained Welltec to provide equipment, goods, supplies, and services to an offshore well named KATMAI-1 Well, API No. 60-811-40623-00 (the "Well"), developed on lease no. OCS-G-34536 located in Green Canyon, Block 40, off the coast of Louisiana (the "Lease").

2. Welltec delivered certain goods, equipment, supplies, and services to the Well and Lease through May 31, 2020. Welltec thereafter presented Fieldwood with an invoice in the amount of \$222,000.00 for the services provided to the Well and Lease, attached hereto as **Exhibit A**.

3. Fieldwood has failed and refused to pay Welltec for the balance owing for goods, equipment, supplies, and services provided to the Well and Lease.

4. On August 3, 2020, Fieldwood filed its voluntary chapter 11 petition.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Holdings LLC (9264); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

5. On November 23, 24, and 25, 2020, by operation of Louisiana Law, including but not limited to the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq.*, and consistent with its rights under the United States Bankruptcy Code, Welltec timely preserved and perfected its liens and privileges over the Well and Lease, including but not limited to, the wells, buildings, pipelines, constructions, and other facilities thereon, by filing its lien affidavit in the Plaquemines, Terrebonne, and Lafourche Parishes in Louisiana, and with the U.S. Bureau of Ocean Energy Management (the “Welltec Lien Affidavit”):

- a. Recorded in Lafourche Parish, State of Louisiana (11/23/2020): Instrument No. 1306420, Book 2090, Page 713. A true and correct copy of the Lafourche Parish file-stamped Welltec Lien Affidavit is attached hereto as **Exhibit B**.
- b. Recorded in Terrebonne Parish, State of Louisiana (11/23/2020): File No. 1614933, Book 3199, Page 201. A true and correct copy of the Terrebonne Parish file-stamped Welltec Lien Affidavit is attached hereto as **Exhibit C**.
- c. Recorded in Plaquemines Parish, State of Louisiana (11/25/2020): File No. 2020-00004994, Book 782, Page 946. A true and correct copy of the Plaquemines Parish file-stamped Welltec Lien Affidavit is attached hereto as **Exhibit D**.
- d. Recorded with the Bureau of Ocean Energy Management (11/24/2020). A true and correct copy of the Bureau of Ocean Energy Management file-stamped Welltec Lien Affidavit is attached hereto as **Exhibit E**.

6. On November 24, 2020, by operation of Louisiana Law, including but not limited to the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq.*, and consistent with its rights under the United States Bankruptcy Code, Welltec provided a copy of and notice of its intent to record the Welltec Lien Affidavit to the Lessees and each of the interest holders in the Lease and well as identified below (the “Notice”):

- a. Fieldwood Energy, LLC;
- b. Fieldwood Energy, LLC, through its registered agent, Capital Corporate Services, Inc.;

- c. ILX Prospect Katmai, LLC; and
- d. Ridgewood Katmai, LLC.

A true and correct copy of the Notice and each certified mailing receipt is attached hereto as **Exhibit F**.

7. Welltec claims a lien in the amount of TWO HUNDRED AND TWENTY TWO THOUSAND AND 0/100 DOLLARS (\$222,000.00) against the Well and Lease (the “Lien”).

8. The Lien is properly perfected pursuant to Louisiana law, including La. R.S. 9:4861, *et seq.*, requirements promulgated by the Bureau of Ocean Energy Management, and all other applicable law.

9. Welltec hereby provides notice of its intent to enforce its perfected Lien under and in respect of the Well and Lease in accordance with 11 U.S.C. § 546(b) to Debtors, their counsel, the Office of the United States Trustee, and other parties in interest. Welltec reserves the right to request relief from the automatic stay of 11 U.S.C. § 362, or any other appropriate relief, to enforce and defend its perfected Lien against the Property or any other property of Debtors’ estates.

10. In accordance with 11 U.S.C. § 546(b)(1), Welltec hereby perfects, maintains or continues the perfection of and provides notice of intention to enforce its Lien and privileges in the Well and Lease (the “Section 546 Interests”), together with such other property described in the Welltec Lien Affidavit and set forth in La. R.S. 9:4861, *et seq.* or other applicable law (collectively, the “Encumbered Property”). Welltec also hereby provides notice of its intention to enforce such Lien and privileges with respect to the Encumbered Property. Welltec’s Section 546 Interests perfected, maintained, and/or continued hereby extend in and to the proceeds, products, offspring, rents, or profits of such Encumbered Property.

11. Welltec further provides notice that it objects and does not consent to (a) any effort to prime its perfected Section 546 Interests against the Encumbered Properties or any other property of Debtors' estates; and (b) any use of cash collateral that is the proceeds of hydrocarbons produced from the Encumbered Properties.

12. This Notice shall not be deemed an admission that any filing is necessary to perfect or maintain perfection of the Lien under the Bankruptcy Code, the Texas Property Code, or any other applicable law.

13. Welltec reserves the right to supplement or amend this Notice, including the amounts owed and to itemize any further attorneys' fees, costs, interest, or other amounts recoverable under applicable law.

14. Welltec files this Notice without limitation or waiver of all rights, claims, and defenses against Debtors, their bankruptcy estates, and any third parties.

By: /s/ Charles S. Kelley
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COUNSEL FOR WELLTEC, INC.

CERTIFICATE OF SERVICE

I certify on June 11, 2021, a copy of the foregoing document was served electronically via the Court's Electronic Case Filing System on all parties registered for such service, including, but not limited to, counsel for the Debtors

/s/ Charles S. Kelley
Charles S. Kelley

[Exhibits to follow]